

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MASSACHUSETTS - BOSTON**

IN THE MATTER OF:	.	Case #20-11157
	.	
LEGACY GLOBAL SPORTS, L.P.,	.	Boston, Massachusetts
	.	November 18, 2021
Debtor.	.	3:01 P.M.

TRANSCRIPT OF VIDEO HEARING RE:
[#275] MOTION OF CHAPTER 7 TRUSTEE FOR ENTRY OF
ORDER AUTHORIZING AND APPROVING (I) STIPULATION
OF SETTLEMENT BY AND BETWEEN CHAPTER 7 TRUSTEE
AND JEFFERSON RIVER INVESTORS, LLC; AND (II)
ALLOWANCE AND PAYMENT OF INTERIM REQUESTS FOR
COMMISSION, FEES AND EXPENSES BY THE TRUSTEE
AND HIS PROFESSIONALS RE: [274] STIPULATION
OF SETTLEMENT (K. CRUICKSHANK);
[#290] OPPOSITION OF JOSEPH M. BRADLEY, PETER D.
BRADLEY, AND ALEXANDER ZECC (L. GREEN);
[#291] OBJECTION OF JOHN ST. PIERRE (J. DORAN);
[#2983] OMNIBUS RESPONSE OF CHAPTER 7
TRUSTEE (K. CRUICKSHANK);
[#294] RESPONSE OF JEFFERSON RIVER
INVESTORS I, LLC (C. BATTAGLIA);
[#208] LIMITED OBJECTION OF JAIME ALONSO,
TRAVIS BEZIO AND CARRIE WELCOME (C. DEVINE);
[#324] OBJECTION OF IVAN PERLANGA LAPARRA (PRO SE);
[#330] AMENDED STIPULATION OF SETTLEMENT;
[#276] JOINT APPLICATION OF: (I) CHAPTER 7 TRUSTEE
FOR ALLOWANCE OF INTERIM COMMISSION; AND (II)
MURPHY & KING, PROFESSIONAL CORPORATION, AS
COUNSEL TO CHAPTER 7 TRUSTEE, FOR ALLOWANCE OF
INTERIM COMPENSATION AND REIMBURSEMENT OF
EXPENSES PURSUANT TO 11 U.S.C. §506(c) FOR
KATHLEEN R. CRUICKSHANK, TRUSTEE'S ATTORNEY,

Electronic Sound Recording Operator: Yvonne Woodbury

Proceedings Recorded by FTR Gold Digital Recording
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**PERIOD: 6/23/2020 TO 6/30/2021, FEE: \$146,373.50,
EXPENSES: \$6,110.34, FOR HAROLD B. MURPHY, TRUSTEE
CHAPTER 7, PERIOD: 6/23/2020 TO 12/28/2020,
FEE: \$35,000.00, EXPENSES: \$0.00 (K. CRUICKSHANK);
[#277] FIRST INTERIM APPLICATION FOR FEE AND
EXPENSES OF ACCOUNTANT TO THE TRUSTEE, CRAIG
JALBERT, PERIOD: 7/13/2020 TO 6/30/2021,
FEE: \$21,470.50, EXPENSES: \$2,116.04 (K. CRUICKSHANK);
[#303] SUPPLEMENTAL SUMMARY OF SERVICES AND EXPENSES
OF ACCOUNTANTS TO THE TRUSTEE
BEFORE THE HONORABLE JANET E. BOSTWICK, J.U.S.B.C.**

APPEARANCES:

For the Chapter 7 Trustee: CHARLES BENNETT, ESQ.
Murphy & King, P.C.
One Beacon Street
Boston, Massachusetts 02108

The Chapter 7 Trustee: HAROLD MURPHY, ESQ.
Murphy & King, P.C.
One Beacon Street
Boston, Massachusetts 02108

For Jefferson River Investors I,
LLC: DEBRA COHEN, ESQ.
CHRISTOPHER J. BATTAGLIA, ESQ.
Halperin Battaglia Benzija, LLP
40 Wall Street, 37th Floor
New York, New York 10005

Electronic Sound Recording Operator: Yvonne Woodbury

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November 18, 2021

APPEARANCES (Continued):

For Joseph M. Bradley:

LAWRENCE G. GREEN, ESQ.
Burns & Levinson, LLP
125 High Street
Boston, Massachusetts 02110

Electronic Sound Recording Operator: Yvonne Woodbury

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1 (At 3:01 p.m.)

2 THE CLERK: Court is in session, the Honorable Janet
3 Bostwick presiding.

4 THE COURT: Thank you, Ms. Brooks. We can begin.

5 THE CLERK: Calling case number 20-11157, Legacy
6 Global Sports, LP. This is a hearing on the motion of the
7 Chapter 7 Trustee for an order approving a stipulation and also
8 a joint application for interim commission.

9 Could the parties please identify themselves for the
10 record starting with Attorney Cohen?

11 MS. COHEN: Good afternoon, Your Honor. Debra Cohen
12 of Halperin Battaglia Benzija for Jefferson.

13 THE CLERK: And Mr. Jalbert?

14 MR. JALBERT: Craig Jalbert for Verdolino & Lowey.

15 THE CLERK: Attorney Battaglia.

16 MR. BATTAGLIA: Chris Battaglia, Halperin Battaglia
17 Benzija for Jefferson River Investors as well.

18 THE CLERK: Attorney Green.

19 MR. GREEN: Good afternoon, Your Honor. Lawrence
20 Green representing the Bradley parties.

21 THE CLERK: Attorney Bennett.

22 MR. BENNETT: Good afternoon, Your Honor. Charles
23 Bennett on behalf of the Chapter 7 Trustee, Harold B. Murphy.

24 THE CLERK: The Chapter 7 Trustee.

25 MR. MURPHY: Yes, good afternoon, Your Honor. Harry

1 Murphy, Chapter 7 Trustee.

2 THE CLERK: Your Honor, I will note there's a
3 gentleman named William Ulrich, but his video and audio are
4 turned off, for the record.

5 THE COURT: All right. Thank you.

6 Before we begin, I know there were several other
7 objectors. Are you expecting them to be here, Mr. Bennett?
8 Have you had any communications with them?

9 MR. BENNETT: We have not had any communications.
10 They were all served in accordance with the Court's order and
11 they all received the amended stipulation.

12 THE COURT: Okay. Well, I will -- I will begin.
13 Usually, that -- it may be they chose not to attend, which
14 certainly is within theirs. It's just 303. Sometimes
15 technology. I'll give folks a minute or two.

16 This is a public hearing and so for those who are
17 observing that -- that's fine. We ask that you leave your
18 video and sound off unless the Court calls on you for a
19 particular reason in which case you'd be required to put your
20 name on the record. But it is the same as a court proceeding,
21 as Ms. Brooks advised you, as if we were in court. So we
22 expect the same decorum from those who may be in the public
23 observing.

24 And with that, I want to thank the Trustee and his
25 counsel, as well as Jefferson. I appreciate the efforts. I

1 did appreciate receiving the amended stipulation with advance
2 time. From the Court's perspective it does address my issues.
3 I might do them a little differently, but that's not the job
4 here today. The job is whether it is sufficient when
5 considering. So at this point, I -- before we move on to other
6 things -- before we -- I finally make my findings and rulings,
7 I will ask if there is anything you wish to add, either
8 Mr. Murphy or Bennett, with respect to the amended stipulation.

9 Today we are not debating the entire settlement.
10 I've already made my rulings on those that -- although I admit
11 they were preliminary and the only issue today is whether
12 there's anything based on the amendment. I'll give the
13 objector an opportunity again, but simply not to repeat the
14 objections that I've already addressed, but simply whether
15 there's anything in light of the amended stipulation to
16 address.

17 So with that, Mr. Bennett or Mr. Murphy, I'm not sure
18 which one of you wished to speak.

19 MR. BENNETT: Your Honor, we have nothing to add to
20 it. We're satisfied with the -- we're satisfied with where we
21 stand today.

22 THE COURT: All right. Thank you. So, Mr. Green,
23 with that is there anything you wish to comment on the
24 amended -- the changes in the stipulation, as I said?

25 MR. GREEN: Thank you, Your Honor. I believe that

1 the amended stipulation responds to the particular issue that
2 the Court raised and we appreciate the fact that the parties
3 have done that.

4 The only question that I would ask the parties to
5 represent for the record -- and I assume that this would be
6 quite obvious -- is that I would ask that both the Trustee and
7 counsel for Jefferson represent that there is no side deal as
8 to the principals and no covenant not to sue.

9 THE COURT: Well, I'm not going to ask them to do
10 that because there is no -- any such agreement would not be
11 authorized.

12 MR. GREEN: You've --

13 THE COURT: I'm not going to challenge -- I'm not
14 going to assume that counsel for the Trustee and the Trustee,
15 who are a very experienced bankruptcy lawyer, would
16 intentionally defraud the Court in that way and that's what
17 you're suggesting. And so --

18 MR. GREEN: I -- Your Honor, with all due respect --

19 THE COURT: -- I'm going to -- I'm going to --

20 MR. GREEN: -- I was not suggesting that. You
21 have -- you have satisfied my concern by your statement just
22 now, Your Honor. I was asking them to confirm the obvious, but
23 you've now satisfied my concern. Thank you for stating that
24 for the record.

25 THE COURT: With all due respect, Mr. Green, I don't

1 think it was required.

2 But having said that, Mr. Battaglia, is there
3 anything you wish to say? Again, we're simply focused on the
4 amended stipulation and --

5 MR. BATTAGLIA: No, Your Honor, thank you. Nothing
6 further to add. One small little housecleaning issue was that
7 there was a typo in the very first paragraph and we discussed
8 it with the Trustee to make sure that we're all on the same
9 page. It's on the third line down in -- on the last sentence
10 on that paragraph. There's a reference to "debtor" and it
11 should read "debtors," so the "s" was just left off. But other
12 than that, we are happy as is, Your Honor. Thank you.

13 THE COURT: That's fine. I'll take that correction
14 on the record. All right.

15 And Ms. Cohen, was there anything you wished to
16 state?

17 MS. COHEN: I just wanted to clarify that that
18 mistake was actually in two locations. It's in two locations
19 in the stip on -- it's in -- it's both in the first paragraph.
20 It says, "debtor" instead of "debtors."

21 THE COURT: So with --

22 MS. COHEN: Start with this.

23 THE COURT: Thank you, Ms. Cohen. We'll treat any
24 reference to the debtor singularly to incorporate it to be
25 intended to be the debtors, plural, within the stipulation.

1 Okay.

2 So with that, as more fully set forth on the record
3 at the hearing on October 28th and this hearing, I find that
4 the proposed settlement as reflected in the amended stipulation
5 is fair and equitable within the range of reasonableness, is in
6 the best interests of the estate, and is an appropriate
7 exercise of the Trustee's business judgment. The objections
8 are overruled.

9 Approval of the settlement is not a mini-litigation
10 and, as more fully set forth at the prior hearing, my job is to
11 consider whether it's within the range, considering the
12 pleadings, the offers of proof at the hearings. I find no
13 reason for an evidentiary hearing.

14 In approving the settlement with the amend -- as
15 amended, I have considered the various factors that are
16 appropriate. I consider the probability of success in any
17 litigation. The Trustee -- I have taken the Trustee's offer of
18 proof and the offer of proof by the objectors. The Trustee has
19 conducted an investigation and there is no dispute in terms of
20 only minimal payments were made to Jefferson and that
21 substantial other funds were provided as equity and invested.

22 The objectors have offered test -- have offered --
23 made an offer of proof that they would have testimony that
24 other parties would disagree with how Jefferson ran the
25 business, but that is not the issue. They've offered nothing

1 that would show a basis for inequitable conduct, which is the
2 foundation of any of the claims they're asserting, whether it's
3 equitable subordination, recharacterization or any of the other
4 nature. They -- any litigation would have significant hurdles
5 to pass, even to get to the state of complaint.

6 In addition in considering this, I've also considered
7 both the complexity of the litigation and the potential
8 recovery, if any, as well as the defenses. The issues
9 surrounding the failure of this debtor is complex. In doing
10 so, as I indicated earlier, one must consider that Jefferson
11 was an owner and active in the company for a limited period of
12 time, barely two years before the filing, that during that time
13 within a short period after Jefferson found itself in an issue
14 where financials had to be restated, although the parties
15 disagree on the extent to which the chief operating -- one of
16 the chief officers from the prior period was removed for cause,
17 although the parties disagree as to why. There is a criminal
18 investigation ongoing. Although the parties disagree as to who
19 is responsible, there's no question that those were actions
20 that occurred before Jefferson arrived. And most importantly,
21 that a pandemic occurred and of all the range of businesses
22 that were affected, the debtor's was one that was most
23 adversely affected, the nature of how it operated.

24 Given those issues, it would be complex to prove what
25 were the damages in addition to the other hurdles. You would

1 also have the defense of the business judgment rule, as I
2 indicated before. I've also considered the difficulty of
3 pursuing those claims in the current context. The disputes
4 between the party would affect the -- any witnesses and their
5 credibility. We have warring parties and we have warring
6 parties that are warring outside of this bankruptcy. The two
7 principal objectors have claims against Jefferson in their
8 own -- pending in their own right. So again, the Trustee would
9 be faced with the issue of who's going to present these claims.

10 I also considered the expense of litigation. The
11 Trustee was involved in the Necco case (phonetic) and it is a
12 matter of public record. That was a case where the Trustee in
13 Necco -- as a trustee of Necco -- was holding 15 million in
14 sale proceeds. The trustee estimated the fees and expenses in
15 total were around three million and that the potential damages
16 were 100 million.

17 I did a quick check. At a minimum I can confirm
18 there was roughly at least a million dollars in fees and -- and
19 I think this is no question because it's public record -- that
20 litigation never got very far. It was still in early discovery
21 stages and the parties had already expended those amounts.

22 And, as I indicated before, the last element is the
23 element of the risk of loss. The objectors consider that the
24 issue is simply that the -- you know, the Trustee would run up
25 the fees. Well, trustees aren't required to pursue meritless

1 actions and, in fact, they run the risk of their own liability,
2 not in addition to the costs that are -- would be incurred by
3 the Trustee and his counsel.

4 But there's also the risk of potential upside for the
5 creditors and in particular for the priority creditors who
6 would come well ahead of any unsecured. This was a debtor that
7 failed and had large consumer claims for deposits. They may
8 ultimately receive nothing. They may ultimately receive
9 something, but they must be satisfied. And I believe when I
10 looked at the filings, simply based on the claims register and
11 the Trustee hasn't done his analysis, nor have I, simply in one
12 case, the main case, it was over \$600,000 in priority claims.

13 I also am entitled to consider the experience of the
14 Trustee and I don't underestimate that. I do think that this
15 is not a brand new trustee. This is not somebody who is not
16 inexperienced. In fact, it was his experience that the
17 objectors touted as the reason he should pursue litigation. I
18 think that's appropriate for me to consider in terms of his
19 business judgment. He's been a trustee in large cases and
20 small and I am more than willing to afford his business
21 judgment appropriate deference, given consideration of all the
22 other factors.

23 The last element, and I believe it's more important
24 in the Chapter 11 context, is the views of the creditors. The
25 principal impartial creditors raised the same issue that I did,

1 which has now been addressed in the stipulation. They were
2 smaller creditors, but they were impartial and their concern
3 was to preserve potential claims against the officers and
4 directors.

5 As I've said, the other creditors, they are entitled
6 to be heard, but I must take into account their self-interest
7 in their own agenda and I believe that can affect, particularly
8 when they have -- when I have considered all the other factors.

9 And I do note, as I may have said at the last
10 hearing, this was an involuntary. There were several creditors
11 who filed, yet none of those. They took the action to not only
12 file this litigation, but to seek a trustee. None of those
13 believed this settlement was worth challenging and I take that
14 into account as well. It doesn't mean I would approve it
15 without any objection. I have an independent duty and I
16 believe that I have evaluated it fairly, and so for those
17 reasons, I will approve the settlement as amended.

18 So with that, we then turn to the fee applications
19 and so let me -- there were no objections. The Court -- to
20 either fee application.

21 I do have some questions for you and, Mr. Murphy,
22 will you be responding to those or will Mr. Bennett?

23 MR. MURPHY: I will, Your Honor, thank you.

24 THE COURT: Okay.

25 MR. GREEN: Excuse me, Your Honor. As you noted, we

1 are not objecting. May I be excused from the rest of the
2 hearing?

3 THE COURT: Yes, Mr. Green, you are excused.

4 MR. GREEN: Thank you, Your Honor.

5 THE COURT: And hang on a second. Let me find what
6 I'm looking for. Apologies. This might make my questions a
7 lot easier.

8 So, Mr. Murphy, on the application of the Trustee and
9 Murphy & King.

10 MR. MURPHY: Yes, Your Honor.

11 THE COURT: You are asking for -- these are all of
12 your fees during that period of which only a certain portion
13 will be paid as 506(c), is that correct?

14 MR. MURPHY: Your Honor, there are other fees that
15 we've incurred that would not be subject to, if you will,
16 506(c) allowance. I believe the amount of unbilled time for
17 this period, Your Honor, that we did not feel that were within
18 the realm of 506(c) were -- is about -- approximately \$20,000,
19 Your Honor. And we're reserving rights on that, but we're not
20 seeking approval of those at this time.

21 THE COURT: So just to be clear, because we always
22 deal with -- we deal with the applications by period, so I
23 don't want to confuse that's -- that's where I want to be clear
24 on the record. So I'm not suggesting you're waiving your right
25 to seek it. So for the period of June 23, '20 to June 30,

1 2021, you may have -- you may at a later date seek additional
2 fees that were incurred during that period.

3 MR. MURPHY: That's correct, Your Honor. And as I
4 say, it's somewhat allowed \$20,000 that we have not sought
5 compensation. We -- there was a negotiation of -- the
6 stipulation was negotiated, the fees were reviewed by counsel
7 for Jefferson. And the negotiated amounts are set forth, the
8 amount for which we seek --

9 THE COURT: All right.

10 MR. MURPHY: -- 506(c) allowance pursuant to the
11 stipulations and payment from the sale proceeds and the
12 proceeds from the estate is a lesser amount than is the time
13 set forth in the application.

14 But beyond that, Your Honor, is that \$20,000 that --

15 THE COURT: Okay. All right. Just so it's clear on
16 the record.

17 MR. MURPHY: Yes, Your Honor.

18 THE COURT: So you're seeking 506(c) costs of
19 \$130,000, I believe, is your -- have that number right?

20 MR. MURPHY: That's correct. It's a few -- I think
21 \$5,000 or so of expenses, Your Honor, and I think the Trustee's
22 commission, if you will, is sought as a flat amount of \$35,000,
23 which is less than the statutory amount.

24 THE COURT: Okay. Well, I have a question on that.
25 So you're asking me to seek -- to allow these fees with a

1 reservation of right at a later date to seek fees during this
2 period, but to provide for payment as 506(c) in the amount that
3 you've provided in the stipulation.

4 MR. MURPHY: Correct, Your Honor.

5 THE COURT: Okay. All right. Now, I have a question
6 on the commission.

7 MR. MURPHY: Yes.

8 THE COURT: What I didn't have in the application,
9 unless I missed it, I had your time entries, but I didn't have
10 how you calculated the commission. So when I calculated based
11 on the 608 net proceeds you received, it was less than \$35,000.
12 So I assumed there might have been -- you might have had a
13 different --

14 MR. MURPHY: I believe we have other disbursements,
15 Your Honor, so -- but I will -- if you'd like, Your Honor, I
16 will file a supplement to the Trustee's application that laid
17 out my full receipts and disbursements during the course of the
18 case. And whatever the statute says, that will -- that's all
19 we're seeking.

20 THE COURT: That's fine. That's -- I think that
21 would be helpful. If you'd just give me a one line -- a one-
22 pager that says, this was what -- during this period, this is
23 what I disbursed. This is in your -- your disbursements are --

24 MR. MURPHY: Yeah.

25 THE COURT: And I assume that you're calculating in

1 that the disbursement of the 608.

2 MR. MURPHY: Correct, Your Honor. And --

3 THE COURT: And that's fine. That's fine. But --

4 MR. MURPHY: For example, just -- as I recall, for
5 example, Mr. Saperstein (phonetic) was the auctioneer, Your
6 Honor, and there was fair amount of expenses. So the funds I'm
7 holding is that of the allowed fees and expenses that we've
8 received -- we've already got authorization to pay that.

9 THE COURT: And that's what I assumed that the
10 difference was, but I couldn't tell.

11 MR. MURPHY: Understood.

12 THE COURT: It might be in there, but I didn't --
13 looking through, I didn't see it.

14 So what I'll do is I have no problem approving it.
15 I'll ask you to file -- but I'll hold it for now until you file
16 the supplement.

17 MR. MURPHY: Understood.

18 THE COURT: And you're not required to file the
19 supplement on everybody. Just on the parties who filed notice
20 of appearance.

21 MR. MURPHY: Thank you, Your Honor.

22 THE COURT: And how much time?

23 MR. MURPHY: We can do that by Monday, Your Honor.

24 THE COURT: That's fine. All right. So that takes
25 care of your application.

1 So now, Mr. Jalbert, I appreciated your application.
2 I did read through it and I know there was some confusion
3 over -- and I appreciated the supplement. One of the things I
4 realized, and I think this may have been inadvertent, but the
5 application that was filed, the first application, the one that
6 is filed on record does not have any time entries. It
7 references them, so I can only assume that when it got filed
8 for some reason, they inadvertently got omitted.

9 So -- and so my question for you -- because I -- and
10 I think that that just might have been an oversight, so I'm
11 happy to do the same thing on those fees for you that I will
12 that Mr. Murphy -- let me just go back to see where my
13 application is. Hang on. And so that was filed by
14 Mr. Murphy's office. Ms. Cruickshank filed it and I think for
15 some reason when it got filed, your -- I don't have Exhibits 1
16 and 2.

17 MR. JALBERT: Well, and, Your Honor, it looks -- we
18 usually have four exhibits: the order itself, the time run,
19 the bios of the particular individuals working, and the fourth
20 would be out-of-pocket expenses. So it's very clear -- now I'm
21 looking at this for the first time -- that all the exhibits are
22 missing.

23 THE COURT: Okay. So -- and so let me -- so let me
24 ask the question -- ask the questions and then similar to with
25 Mr. Murphy I'll have -- Mr. Murphy's office can file a

1 supplement with those exhibits and then I won't need a further
2 hearing.

3 So does this -- and I realize there's a supplement.
4 Let's just deal with the main one. The supplement did have all
5 the exhibits, by the way, so I'm fine with the supplement.
6 This exhibit -- and is this the same case, that during this
7 period of time this represents only a portion of the fees?
8 You're reserving the right to seek additional fees for that
9 period that weren't related to 506(c)?

10 MR. JALBERT: Yes, Your Honor. And our fees -- there
11 was a considerable amount of fees that the Trustee and his
12 counsel felt were not appropriate as to 506(c). And I'm not
13 going to try and understand what's in and what's out there, but
14 our fees are considerably larger. I don't know the exact
15 number, but it's more like in the \$80,000 range. I'm not
16 saying we're ever going to do anything. I am reserving my
17 rights similar to what the Trustee did and towards the end of
18 the case, we'll figure that out.

19 THE COURT: Okay. All right. So -- but unlike
20 Mr. Murphy's, the allowance here -- all of the fees in your
21 backup are going to be paid as 506(c)'s, all the fees in the
22 application?

23 MR. JALBERT: In the original application, yes. In
24 the supplemental, a little bit different.

25 THE COURT: Okay.

1 MR. JALBERT: Not 506(c).

2 THE COURT: Well, that's -- we'll turn to that. So I
3 just want to make sure the record is clear so that --
4 presumably I'm the same judge at the end, but judges change, so
5 that when we get down --

6 MR. JALBERT: Yes, Your Honor.

7 THE COURT: -- that somebody doesn't come in and say,
8 well, you already filed a fee application for that period, why
9 are you -- why -- I'm not going to allow any additional fees.

10 All right. So the first interim we need a supplement
11 on. On the supplement, I did -- let me find that -- I did
12 review -- hang on a second. Just give me a second. It's
13 wonderful to have all this technology. Ah, here it is.

14 I did read the supplement and so in that one you --
15 there was a specific amount that Jefferson paid and you're not
16 reserving the right to seek the additional fees from the
17 estate. Is that correct?

18 MR. JALBERT: Not as it relates to the 2019 tax
19 return, Your Honor, where we incurred roughly 13 or \$14,000
20 that we have no intention of ever billing, as I said in the
21 supplement. But we also did the 2020 tax return, which we
22 referred to in here that we do plan on billing Jefferson and
23 filing a fee application to recover those fees.

24 THE COURT: Okay. So the 2020 you have -- have you
25 billed -- you haven't billed Jefferson yet?

1 MR. JALBERT: Correct. I'm waiting for the result of
2 this hearing before I -- so I can make sure I understand what I
3 need to do.

4 THE COURT: Okay. All right. So I think it is
5 the -- you know, similar. You can file -- as long as there's a
6 fee application seeking the allowance of those costs as 506 --
7 they're in essence 506(c), although the parties agreed. Is
8 that -- because they're costs incurred for the benefit of
9 Jefferson. Correct?

10 MR. JALBERT: Yes, Your Honor. Yes.

11 THE COURT: All right. All right. So I'm satis --

12 MR. JALBERT: That was my confusion.

13 THE COURT: Right. I'm satisfied with -- so you're
14 seeking -- so it's the 38,183.90, plus the 2448, that would be
15 for the 2019 tax return and you may have additional fees for
16 the 2020.

17 MR. JALBERT: Correct.

18 THE COURT: Okay. And the original application
19 you're going to give me a supplement so I can check the fees
20 and expenses, but the amount is the \$21,470.50 and 2116.04 and
21 a reservation of right to seek additional services incurred --
22 rendered during that period.

23 MR. JALBERT: Yes, Your Honor.

24 THE COURT: Okay. All right. So how much time to
25 file the supplement, Mr. Jalbert?

1 MR. JALBERT: I will have them emailed to Trustee and
2 his counsel before the end of the day.

3 THE COURT: So Mr. Murphy, another -- Monday?

4 MR. MURPHY: Monday, Your Honor, so we'll make sure
5 we just keep everything the same way.

6 THE COURT: All right. All right. So with both of
7 those, I'll rule on them after receiving the supplements, but I
8 don't anticipate any issues. I just want to make sure we've
9 got all the paperwork in.

10 All right. All right. Thank you. With that is
11 there anything further?

12 MR. MURPHY: No, Your Honor. Thank you very much.

13 THE COURT: All right.

14 ATTORNEYS: Thank you, Your Honor.

15 THE COURT: Thank you, all. With that, this hearing
16 is concluded and I believe court is adjourned for the day.
17 Thank you all.

18 (End at 3:31 p.m.)

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1 I certify that the foregoing is a true and accurate
2 transcript from the digitally sound-recorded record of the
3 proceedings.

Ruth Ann Hager

11/30/2021

RUTH ANN HAGER

Certified Transcriber

Federal C.E.R.T. **D-641

CASCADE HILLS TRANSCRIPTION, INC.

5001 Woodland Hills Drive

Eagle, Nebraska 68347

(503) 871-5566

Email: hagerruthann@aol.com